

# CHILDREN'S CLASSES, WORKSHOPS, CAMP AND BIRTHDAY PARTY REGISTRATION TERMS & CONDITIONS

I hereby release The Painted Pot Inc & ClayHouse Brooklyn Inc., from any and all liability regarding any activity at The Painted Pot/ClayHouse Brooklyn. Signing/accepting these terms and conditions is a precondition to participating in session events and activities.

I understand that The Painted Pot/ClayHouse Brooklyn is constituted as a group of individuals who have organized for the purpose of enjoying each other's company while learning how to use the pottery wheel, painting pottery techniques, canvas painting, mosaics and glass fusion and that these activities are considered a voluntary assembly for mutual enjoyment in a social situation. Furthermore, The Painted Pot/ClayHouse Brooklyn is a parent organization only in the sense that it may facilitate such assemblies. Each individual is acting as a voluntary member and as such is responsible for his or her own actions.

I acknowledge that my child's participation in pottery related activities does not pose limited risk of injury to the child and his/her personal property. Furthermore, my child's participation in pottery related activities is voluntary. I am assuming responsibility and liability for my child's behavior and actions.

I understand that I am responsible for my child's behavior that results in damage to any pottery to be painted provided by The Painted Pot/ClayHouse Brooklyn and will be held responsible for costs associated with replacing pottery, tools, wheels, brushes and/or other related materials if deemed "unusable" as a result of aforementioned behavior.

I hereby solely and expressly assume liability for all risks and waive any claim I might have against The Painted Pot/ClayHouse Brooklyn or any body or individuals acting in the capacity as agents of the organization (activity leaders, staff members, etc). I assume full legal liability for my child's actions at pottery activities, and release The Painted Pot/ClayHouse Brooklyn and any agent acting on behalf of The Painted Pot, Inc and ClayHouse Brooklyn, Inc. from any claims made as a result of my actions.

Please remember that many art materials are hazardous to your health if ingested. All materials are non-toxic, but we still insist that you do not eat or drink while working. ClayHouse/The Painted Pot is not responsible for lost or stolen personal property.

I hereby grant to The Painted Pot & ClayHouse Brooklyn permission to use any photograph or audio or videotape taken at a Painted Pot/ClayHouse Brooklyn activity and deemed by The Painted Pot/ClayHouse Brooklyn to be in good taste, in any Painted Pot/ClayHouse Brooklyn publicity, or other use specifically for the promotion of and public awareness of The Painted Pot/ClayHouse Brooklyn.

If my child is attending **full-day sessions**, I hereby give permission for my child to accompany The Painted Pot/ClayHouse Brooklyn staff and other attendees to a local playground for outdoor activity breaks. School break session attendees are not required to have outdoor activity but this release is a necessary condition for them to join the activities should they choose. At the local playgrounds, attendees will have full access to playground equipment (including sprinklers when appropriate). Outdoor activity break will also be dependent

If my child requires pickup from school, I, hereby release The Painted Pot Inc & ClayHouse Brooklyn Inc from any and all liability regarding any transportation to the Brooklyn Strategist and any subsequent activity at The Painted Pot/ClayHouse Brooklyn. Signing below gives a staff member of The Painted Pot/ClayHouse Brooklyn permission to pickup your child at their school and to transport your child to the store. To facilitate this process, you will need to give your school notice to allow pickup by The Painted Pot/ClayHouse Brooklyn staff and let us know if there is a designated place for pickup (unless otherwise instructed, The Painted Pot/ClayHouse Brooklyn staff will use the school's main lobby as the default pick up destination). A Painted Pot/ClayHouse Brooklyn staff member will be easily identifiable by an article of clothing with a The Painted Pot/ClayHouse Brooklyn logo. Several means of transportation may be utilized (depending upon the school's proximity to The Painted Pot/ClayHouse Brooklyn). Walking, subways and buses may be used if the distance is around or greater than a mile or weather conditions make it too difficult to walk. Our staff will make every effort to ensure the safest and most direct route and will make every reasonable effort to ensure the safety of your child during transport.

All registration sales are final; no refunds or credits will be issued once a course has begun. Fees may not be transferred to another semester. If ClayHouse Brooklyn should cancel the class, you will receive a refund unless mandated by the city/state to close. If class is cancelled due to weather or pandemic, no refunds will be given, credit only will be given. It is understood you are signing and paying in full for upcoming class which will be completed at the end date. You will not dispute the credit card charge with your credit card company if your class is cancelled due to COVID-19, any virus or pandemic. Please respect our policy.

ClayHouse Brooklyn is not responsible for providing make-up classes or issuing reimbursements for classes changed or missed due to illness, COVID-19, pandemics, emergency and weather closings, substitute teachers, or other events beyond our control. If possible, students will be allowed to make-up one missed class within the week of missing class in the enrolled 8 week semester only.

This release shall be effective and binding upon the parties, as well as their heirs, beneficiaries, assigns, successors and legal representatives. By processing the order online I acknowledge having read and understood this release.

**For my child to be eligible for participation at The Painted Pot/ClayHouse Brooklyn, I certify that I meet the following conditions.**

- a. I am an attendee's parent or caregiver
- b. I agree to abide by the rules of conduct.
- c. I have agreed to this waiver by accepting these terms and accepting processing the order.